

After recording return document to:
State of Washington Department of Transportation
Real Estate Services Office
P O Box 47338
Olympia WA 98504-7338

Document Title: Emergency Permit and Right of Entry for Highway and Construction
Purposes

Reference Number of Related Document:

Grantor(s):

Grantee(s): State of Washington, Department of Transportation

Legal Description:

Additional Legal Description is on Page of Document

Assessor's Tax Parcel Number:

EMERGENCY PERMIT AND RIGHT OF ENTRY FOR HIGHWAY AND
CONSTRUCTION PURPOSES

State Route

hereinafter referred to as Grantor, for and in consideration of FIVE HUNDRED AND NO/100 (\$500.00) Dollars, which amount is to be deducted from the final amount of just compensation as referenced below, does hereby grant unto the **State of Washington, Department of Transportation**, hereinafter referred to as the Grantee, the exclusive right, permit, license and lease to use and occupy the hereinafter described lands at any and all times from the date hereof, for the purpose of constructing, maintaining and operating the above-referenced highway, and operating all necessary machinery and equipment thereon, said lands being situate in County, State of Washington, and described as follows:

For legal description and additional conditions
See Exhibit A attached hereto and made a part hereof

The Grantor herein grants to the Grantee, or its agents and assigns, the right to enter upon the grantor's land where necessary to construct, operate or maintain said highway.

Grantee, its successors or assigns, will protect, save and hold harmless the Grantor, his authorized agents and employees, against all claims, actions, costs, damages or expenses of any nature whatsoever, arising by reason of the negligent acts or omissions of the Grantee, its assigns, agents, contractors, licensees, invitees, employees arising out of or in

connection with acts or activities authorized by this Permit. The Grantee further agrees to defend the Grantor, his agents or employees in litigation arising out of the negligent acts or omission of the grantee in connection with acts or activities authorized by this Permit. This obligation shall not include such claims, costs, damages or expenses, including payment of any costs or attorney's fees resulting from any claim(s) or action(s) commenced, which may be caused by the negligence of the Grantor of his authorized agents or employees; Provided, that if the claims or damages are caused by or result from the concurrent negligence of (a) the Grantor, his agents or employees and (b) the Grantee, its agents or employees, and involves those actions covered by RCW 4.24.115, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or Grantee's agents or employees.

It is further understood and agreed that the Grantee will initiate negotiations with Grantor for monetary consideration for the lands and or property rights to be acquired for the construction, operation and maintenance of the aforementioned highway. Also, that the Grantor does not waive, in any manner, the right to just compensation for any or all of the property rights to be acquired. The Grantee agrees that a valid Offer of Just Compensation be tendered in a prompt manner by no later than . If an impasse in negotiation arises, then the Grantee will request by initiation of an Eminent Domain proceeding. If the Grantee and the Grantor are not able to negotiate a settlement for the property necessary for the highway project, then the compensation issue shall be resolved by said Eminent Domain proceeding and the payment of Just Compensation, pursuant to the terms of a final Judgment and Decree of Appropriation. In that event, the Grantor agrees to stipulate to the entry of an Order Adjudicating Public Use and Necessity and a Statutory Possession and Use Agreement.

It is understood and agreed that the delivery of this Permit and Right of Entry for Highway Construction Purposes is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Transportation, by its Director of Real Estate Services.

Dated _____, 200__

Name

Name

Accepted and Approved

STATE OF WASHINGTON

Department of Transportation

By: _____
Gerald L. Gallinger
Director, Real Estate Services

Date: _____

Approved as to Form:

By: _____
Assistant Attorney General

Acknowledgment

EXHIBIT A